on any other day, with the exceptions above noted. * * * It is undoubtedly true that the state of the law on this subject is likely to prove embarrassing to many, . . but such faults, if faults they be, in our business law, can be corrected only by the legislature."

CONTRACT — PUBLIC POLICY — SALE OF THE SUPPORT OF A NEWSPAPER. —Defendant sought the nomination of his party for Congress. Plaintiff, a newspaper editor, contracted to give defendant the support and influence of his paper for a pecuniary consideration. In an action on the contract for the agreed amount, *Held*, that the contract is void as against public policy. The fact that the contract affected a convention, a proceeding not held under authority of law, is immaterial. *Livingston* v. *Page* (1902), — Vt. —, 52 Atl. Rep. 965.

The decision is based on the theory, that in the interest of pure elections, the editorial columns of a newspaper posing as a public teacher, should present, as respects candidates for office, views unbiased by secret purchase. The holding accords with the tendency of modern decisions to hold void all contracts affecting the purity of public elections. *Liness* v. *Nesing*, 44 Ill. 113, 92 Am. Dec. 153; *Nichols* v. *Mudgett*, 32 Vt. 546; MCCRARY ON ELECTIONS, § 220; MECHEM PUBLIC OFFICERS, § 353.

Statutory enactments designed to secure the purity of elections, are the basis of numerous decisions on this subject, the courts holding that these statutes, providing penalties for attempting to corrupt elections, declare the policy of the state as regards contracts affecting elections. *Keating* v. *Hyde*, 23 Mo. App. 555; *Strasburger* v. *Burk*, 13 Am. Law Reg. (N. S.) 607; *Sizer* v. *Daniels*, 66 Barb. 426.

The manner in which influence is to be exerted on a public election seems to be important, when a contract to exert that influence is brought in question. An agreement to make speeches in behalf of a candidate for office, and "advocate his election throughout the state," for a money consideration is valid and not opposed to public policy. *Murphy* v. *English*, 64 How. Prac. 362. It would seem, on principle, that purchased support and advocacy should be equally pernicious, whether expressed from the rostrum or through the columns of a newspaper unless its character, as that a mere advocate, be disclosed.

An article charging a publisher with selling the support of his paper is libelous. *Fitch* v. *De Young*, 66 Cal. 339, 5 Pac. 364.

CRIMINAL LAW—EVIDENCE—JUDICIAL NOTICE THAT BEER IS INTOXICATING.—Defendant was charged with sale of intoxicating liquor in violation of a city ordinance. Proof of sale of beer alone was offered. *Held*, that judicial notice of the fact that beer is intoxicating cannot be taken. The fact must be proved. *Du Vall* v. *Augusta* (1902), — Ga., —, 42 S. E. Rep. 265.

The court in its opinion says that it cannot be assumed that beer is intoxicating. The kind of beer should have been alleged, whether persimmon, rice, or lager, to more fully inform the court of its nature. This decision is clearly contrary to the great weight of authority upon the question; as, BISHOP'S CRIMINAL LAW, I, Sec. 303, note 20; *State* v. *Goyette*, 11 R. I. 592; *Briffit* v. *State*, 58 Wis. 39, 46 Am. Rep. 621; *Markle* v. *Council of Akron*, 14 Ohio 586; *State* v. *May*, 52 Kan. 53, 45 Amer. Dec. 548; *Stout* v. *State*, 96 Ind. 407; *U. S.* v. *Ducornan*, 54 Fed. Rep. 138; *Waller* v. *State*, 38 Ark. 656; *Malt Ex. Co.* v. *R. R. Co.*, 73 Ia. 98; AMER. AND ENG. ENCYC. LAW, III. 907. This is the first time this question has been presented to this court, and while the decision cites no authorities, its holding

is sustained by *Blatz* v. *Rohrbach*, 116 N. Y. 450, 6 L. R. A. 669; *Netso* v. *State*, 24 Fla. 363, 1 L. R. A. 825.

CRIMINAL LAW — SELF-DEFENSE — PROVOKED ASSAULT. — Defendant sought a meeting with another person, intending to provoke an assault. While engaged in the affray, defendant, seeing himself in danger, shot the other party. In a prosecution for assault with intent to murder, *Held*, that the fact that defendant sought the assault does not preclude him from justifying on the ground of self-defense. *Williams* v. *State*, (1902), — Tex. Cr. App. —, 69 S. W. Rep. 415.

The court in its opinion gives expression to the idea that one can provoke an assault, and, seeing himself likely to be worsted, can take the other's life on the ground of self-defense. The defendant may thus excuse himself by a necessity created by his own fault. Such a determination is contrary to authority, old and modern; as, 1 HAWK. P. C. 87; 1 RUSSELL ON CRIMES, 669; BISHOP'S CRIMINAL LAW, § 865; *Selfridge's Case*, 1 H. & T. Cases on Self-Defense, 24; *People* v. *Lamb*, 17 Cal. 323; *Tesney* v. *State*, 77 Ala. 33; *State* v. *Neely*, 20 Ia., 108; *Story* v. *State*, 99 Ind. 413; *State* v. *Gilmore*, 95 Mo. 554; *State* v. *Smith*, 10 Nev. 106.

DEED—ACKNOWLEDGMENT OF MARRIED WOMAN.—A married woman acknowledged a contract to convey, as not executed under fear or compulsion of her husband, but that she did not do it freely. *Held*, that the clerk was justified in certifying to the acknowledgment as being her free act and deed. *Goldsteen* v. *Curtis* (1902), — N. J. Eq. —, 52 Atl. Rep. 218.

N. J. Acts (1898), p. 685, sec. 39, provide that every conveyance by a married woman, in order to release her dower, must be previously acknowledged, separate and apart from her husband, as signed, sealed and delivered by her "as her voluntary act and deed, freely and without any fear, threats, or compulsion of her husband." The court said: "My understanding of the force of the word 'freely' in that connection is, that it relates entirely to the relation between the husband and wife, and indicates a condition of freedom on her part, from influence of her husband, and not of freedom from the obligation of a contract or other duty."

DEED—AGREEMENT TO SUPPORT—CANCELLATION.—A, by warranty deed, conveyed certain land to his son B, in fee. A contemporaneous agreement to support was executed by B to A, accompanied by a bond, for a specific sum, to be forfeited in case of failure to support. Said bond was to be a lien upon the property conveyed. In an action for cancellation of the deed, *Held*, that A was confined to his remedy on the bond, and could not have cancellation. *Van Horn* v. *Mercer* (1902), — Ind. —, 64 N. E. Rep. 531.

In a recent case in Wisconsin, involving substantially the same facts, the court held that the father was not confined to his remedy on the bond, but could have cancellation. *Wanner* v. *Wanner* (1902), —, Wis. —, 91 N. W. Rep. 671.

The position taken by the Indiana court seems to be extreme, when we consider the reason assigned by courts of equity for granting cancellation for breach of an agreement to support, namely, to prevent a child from taking an unconscionable advantage of a confiding parent. As a rule, the only real consideration for such a conveyance, is the personal care and support the parent expects to receive from the child. The contract is personal, and cannot be assigned by either party. *Thomas* v. *Thomas*, 24 Ore. 251; *Eastman* v. *Batchelder*, 36 N. H. 141.